

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

**U.S. Bank National Association, as Trustee
for Banc of America Funding 2008-FT1
Trust, Mortgage Pass-Through Certificates,
Series 2008-FT1**

CIVIL ACTION NO:

Plaintiff

vs.

Julie A. Beedle and Duane C. Beedle

COMPLAINT

RE:

389 Knowles Road, Belgrade, ME 04917

Defendants
Citibank (South Dakota) N.A.
FIA Card Services N.A.

Mortgage:
September 18, 2003
Book 7726, Page 296
Kennebec Registry of Deeds

Party-In-Interest

NOW COMES the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendants, Julie A. Beedle and Duane C. Beedle, as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant 28 U.S.C. § 1332(a)(1) (Diversity) because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of seventy-five thousand and 00/100 (\$75,000.00) dollars, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Consumer Note and Security Agreement executed under seal currently owned and held by U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, in which the Defendants, Julie A. Beedle and Duane C. Beedle, are the obligor and the total amount owed under the terms of the Consumer Note and Security Agreement is One Hundred Ninety-Two Thousand Five Hundred Fifteen and 23/100 (\$192,515.23) Dollars, plus attorney fees and costs associated with the instant action; thus, the amount in controversy exceeds the jurisdictional threshold of seventy-five thousand (\$75,000.00) dollars.
3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

4. U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 is a National Association with its principal place of business located at 425 Walnut St. Cincinnati, OH. 45202.
5. The Defendant, Duane C. Beedle, is a resident of Belgrade, County of Kennebec and State of Maine.
6. The Defendant, Julie A. Beedle, is a resident of Orris Island, County of Cumberland and State of Maine.
7. The Party-in-Interest, Citibank (South Dakota) N.A., is located at 701 East 60th Street, North, Sioux Falls, SD 57104.

8. The Party-in-Interest, FIA Card Services, is located at 1100 North King Street, Wilmington, DE 19801.

FACTS

9. On June 12, 1996, by virtue of a Warranty Deed from Alfreda J. Johnson, which is recorded in the Kennebec Registry of Deeds in **Book 5147, Page 279**, the property situated at 389 Knowles Road, City/Town of Belgrade, County of Kennebec, and State of Maine, was conveyed to Duane C. Beedle and Julie A. Beedle, being more particularly described by the attached legal description. *See* Exhibit A (a true and correct copy of the legal description is attached hereto and incorporated herein).

10. On September 18, 2003, Defendants, Julie A. Beedle and Duane C. Beedle, executed and delivered to Fleet Bank a certain Consumer Note and Security Agreement under seal in the amount of \$95,530.00. Defendant, Duane C. Beedle's, personal liability is limited and/or extinguished by the Chapter 7 bankruptcy filed which resulted in a bankruptcy discharge. *See* Exhibit B (a true and correct copy of the Consumer Note and Security Agreement is attached hereto and incorporated herein).

11. To secure said Consumer Note and Security Agreement, on September 18, 2003, Defendants, Julie A. Beedle and Duane C. Beedle, executed a Mortgage Deed in favor of Fleet National Bank, securing the property located at 389 Knowles Road, Belgrade, ME 04917 which Mortgage Deed is recorded in the Kennebec Registry of Deeds in **Book 7726, Page 296**. *See* Exhibit C (a true and correct copy of the Mortgage is attached hereto and incorporated herein).

12. The Mortgage was then assigned to U.S. Bank, National Association, as Trustee for the certificateholders of the Banc of America Funding Corporation 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 by virtue of an Assignment of Mortgage dated

November 5, 2012 and recorded in the Kennebec Registry of Deeds in **Book 11225, Page 130**.

130. *See Exhibit D* (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).

13. The Mortgage was then assigned to U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 by virtue of an Assignment of Mortgage dated April 17, 2017 and recorded in the Kennebec Registry of Deeds in **Book 12613, Page 172**. *See Exhibit E* (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).

14. On August 5, 2022, the Defendants, Julie A. Beedle and Duane C. Beedle, were sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certificate of Mailing (herein after referred to as the "Demand Letter"). *See Exhibit F* (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).

15. The Demand Letter informed the Defendants, Julie A. Beedle and Duane C. Beedle, of the total amount necessary to cure the default, and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See Exhibit F*.

16. The Defendants, Julie A. Beedle and Duane C. Beedle, failed to cure the default prior to the expiration of the Demand Letter.

17. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is the present holder of the Consumer Note and Security Agreement pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Consumer Note and Security Agreement in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).

18. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is the lawful holder and owner of the Consumer Note and Security Agreement and Mortgage.

19. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, hereby certifies that all steps mandated by law to provide notice to the mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Consumer Note and Security Agreement and Mortgage were strictly performed.

20. Citibank (South Dakota) N.A. is a Party-in-Interest pursuant to a Writ of Execution in the amount of \$24,939.17 dated May 4, 2011, and recorded in the Kennebec Registry of Deeds in **Book 10731, Page 162** and is in second position behind Plaintiff's Mortgage.

21. FIA Card Services N.A. is a Party-in-Interest pursuant to a Writ of Execution in the amount of \$24,462.43 dated April 22, 2013, and recorded in the Kennebec Registry of Deeds in **Book 11374, Page 337** and is in third position behind Plaintiff's Mortgage.

22. The total debt owed under the Consumer Note and Security Agreement and Mortgage as of September 12, 2022 is One Hundred Ninety-Two Thousand Five Hundred Fifteen and 23/100 (\$192,515.23) Dollars, which includes:

Description	Amount
Principal Balance	\$96,951.89
Interest	\$35,445.63
Unpaid Late Charges	\$45.92
Escrow Advance	\$41,511.78
Lender Paid Expenses	\$18,560.01
Grand Total	\$192,515.23

23. Upon information and belief, the Defendants, Julie A. Beedle and Duane C. Beedle, are presently in possession of the subject property originally secured by the Mortgage.

COUNT 1 – FORECLOSURE AND SALE

24. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, repeats and re-alleges paragraphs 1 through 23 as if fully set forth herein.
25. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 389 Knowles Road, Belgrade, County of Kennebec, and State of Maine. *See* Exhibit C.
26. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is the holder of the Consumer Note and Security Agreement referenced in Paragraph 10 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Consumer Note and Security Agreement in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and Simansky v. Clark, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, has the right to foreclosure and sale upon the subject property.
27. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is the current owner and investor of the aforesaid Mortgage and Consumer Note and Security Agreement.
28. The Defendants, Julie A. Beedle and Duane C. Beedle, are presently in default on said Mortgage and Consumer Note and Security Agreement, having failed to make the monthly payment due February 1, 2015, and all subsequent payments, and, therefore, have breached the condition of the aforesaid Mortgage and Consumer Note and Security Agreement.

29. The total debt owed under the Consumer Note and Security Agreement and Mortgage as of September 12, 2022 is One Hundred Ninety-Two Thousand Five Hundred Fifteen and 23/100 (\$192,515.23) Dollars.

30. The record established through the Kennebec Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.

31. By virtue of the Defendants, Julie A. Beedle and Duane C. Beedle's, breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy and, accordingly, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property.

32. Notice in conformity with 14 M.R.S.A. § 6111 and/or Consumer Note and Security Agreement and Mortgage was sent to the Defendants, Julie A. Beedle and Duane C. Beedle, on August 5, 2022, evidenced by the Certificate of Mailing. *See* Exhibit F.

33. The Defendants, Julie A. Beedle and Duane C. Beedle, are not in the Military as evidenced by the attached Exhibit G.

COUNT II – BREACH OF CONSUMER NOTE AND SECURITY

AGREEMENT

34. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, repeats and re-alleges paragraphs 1 through 33 as if fully set forth herein.

35. On September 18, 2003, the Defendants, Julie A. Beedle and Duane C. Beedle, executed under seal and delivered to Fleet Bank a certain Consumer Note and Security Agreement in the amount of \$95,530.00. *See* Exhibit B.

36. The Defendants, Julie A. Beedle and Duane C. Beedle, are in default for failure to properly tender the February 1, 2015 payment and all subsequent payments, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property. *See* Exhibit F.
37. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is the proper holder of the Consumer Note and Security Agreement and is entitled to enforce the terms and conditions of the Consumer Note and Security Agreement due to its breach by the Defendants, Julie A. Beedle and Duane C. Beedle.
38. The Defendants, Julie A. Beedle and Duane C. Beedle, having failed to comply with the terms of the Consumer Note and Security Agreement and Mortgage, are in breach of both the Consumer Note and Security Agreement and the Mortgage.
39. The Defendants, Julie A. Beedle and Duane C. Beedle's, breach is knowing, willful, and continuing.
40. The Defendants, Julie A. Beedle and Duane C. Beedle's, breach has caused Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.
41. The total debt owed under the Consumer Note and Security Agreement and Mortgage as of September 12, 2022, if no payments are made, is One Hundred Ninety-Two Thousand Five Hundred Fifteen and 23/100 (\$192,515.23) Dollars.

42. Injustice can only be avoided by awarding damages for the total amount owed under the Consumer Note and Security Agreement including interest, plus costs and expenses, including attorney fees.

COUNT III – BREACH OF CONTRACT, MONEY HAD AND RECEIVED

43. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, repeats and re-alleges paragraphs 1 through 42 as if fully set forth herein.

44. By executing, under seal, and delivering the Consumer Note and Security Agreement, the Defendants, Julie A. Beedle and Duane C. Beedle, entered into a written contract with Fleet Bank who agreed to loan the amount of \$95,530.00 to the Defendants. *See* Exhibit B.

45. As part of this contract and transaction, the Defendants, Julie A. Beedle and Duane C. Beedle, executed the Mortgage to secure the Consumer Note and Security Agreement and the subject property. *See* Exhibit C.

46. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is the proper holder of the Consumer Note and Security Agreement and successor-in-interest to Fleet Bank, and has performed its obligations under the Consumer Note and Security Agreement and Mortgage.

47. The Defendants, Julie A. Beedle and Duane C. Beedle, breached the terms of the Consumer Note and Security Agreement and Mortgage by failing to properly tender the February 1, 2015 payment and all subsequent payments, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property. *See* Exhibit F.

48. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is the proper holder of the Consumer Note and Security Agreement, and is entitled to enforce the terms and conditions of the Consumer Note and Security Agreement due to its breach by the Defendants, Julie A. Beedle and Duane C. Beedle.
49. The Defendants, Julie A. Beedle and Duane C. Beedle, having failed to comply with the terms of the Consumer Note and Security Agreement and Mortgage, are in breach of contract, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property.
50. The Defendants, Julie A. Beedle and Duane C. Beedle, are indebted to U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 in the sum of One Hundred Ninety-Two Thousand Five Hundred Fifteen and 23/100 (\$192,515.23) Dollars, for money lent by the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, to the Defendants.
51. Defendants, Julie A. Beedle and Duane C. Beedle's, breach is knowing, willful, and continuing.
52. Defendants, Julie A. Beedle and Duane C. Beedle's, breach has caused Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.

53. The total debt owed under the Consumer Note and Security Agreement and Mortgage as of September 12, 2022, if no payments are made, is One Hundred Ninety-Two Thousand Five Hundred Fifteen and 23/100 (\$192,515.23) Dollars.

54. Injustice can only be avoided by awarding damages for the total amount owed under the Consumer Note and Security Agreement and Mortgage, and for money had and received, including interest, plus costs and expenses, including attorney fees.

COUNT IV –UNJUST ENRICHMENT

55. The Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, repeats and re-alleges paragraphs 1 through 54 as if fully set forth herein.

56. Fleet Bank, predecessor-in-interest to U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, loaned the Defendants, Julie A. Beedle and Duane C. Beedle, \$95,530.00. *See* Exhibit B.

57. The Defendants, Julie A. Beedle and Duane C. Beedle, have failed to repay the loan obligation, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment on the property.

58. As a result, the Defendants, Julie A. Beedle and Duane C. Beedle, have been unjustly enriched to the detriment of the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 as successor-in-interest to Fleet Bank by having received the aforesaid benefits and money and not repaying said benefits and money, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability

on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment on the property.

59. As such, the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is entitled to relief.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, prays this Honorable Court:

- a) Issue a judgment of foreclosure and sale in conformity with Title 14 § 6322, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, and accordingly, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- b) Grant possession to the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, upon the expiration of the period of redemption
- c) Find that the Defendants, Julie A. Beedle and Duane C. Beedle, are in breach of the Consumer Note and Security Agreement by failing to make payment due as of February 1, 2015, and all subsequent payments, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- d) Find that the Defendants, Julie A. Beedle and Duane C. Beedle, are in breach of the Mortgage by failing to make payment due as of February 1, 2015, and all subsequent

payments, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;

- e) Find that the Defendants, Julie A. Beedle and Duane C. Beedle, entered into a contract for a sum certain in exchange for a security interest in the subject property;
- f) Find that the Defendants, Julie A. Beedle and Duane C. Beedle, are in breach of contract by failing to comply with the terms and conditions of the Consumer Note and Security Agreement and Mortgage by failing to make the payment due February 1, 2015 and all subsequent payments, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- g) Find that it was the intent of the Defendants, Julie A. Beedle and Duane C. Beedle, and the original lender, Fleet Bank, on September 18, 2003 to create a mortgage on the property commonly known as and numbered as 389 Knowles Road, Belgrade, ME 04917.
- h) Find that the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is entitled to enforce the terms and conditions of the Consumer Note and Security Agreement and Mortgage, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;

- i) Find that by virtue of the money retained by the Defendants, Julie A. Beedle and Duane C. Beedle have been unjustly enriched at the Plaintiff's expense, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- j) Find that such unjust enrichment entitles the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, to restitution, however, as affected by Defendant, Duane C. Beedle's discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- k) Find that the Defendants, Julie A. Beedle and Duane C. Beedle, are liable to the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, for money had and received, however, as affected by Defendant, Duane C. Beedle's discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- l) Find that the Defendants, Julie A. Beedle and Duane C. Beedle, have appreciated and retained the benefit of the Mortgage and the subject property, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- m) Find that it would be inequitable for the Defendants, Julie A. Beedle and Duane C. Beedle, to continue to appreciate and retain the benefit of the Mortgage, Consumer Note and

Security Agreement and subject property without recompensing the appropriate value, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;

- n) Find that the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, is entitled to restitution for this benefit from the Defendants, Julie A. Beedle and Duane C. Beedle, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- o) Determine the amount due on said Mortgage and Consumer Note and Security Agreement, including principal, interest, reasonable attorney's fees and court costs, however, as affected by Defendant, Duane C. Beedle's, discharge in bankruptcy, this action does not seek any personal liability on the part of Duane C. Beedle, but only seeks liability on the part of Julie A. Beedle and *in rem* judgment against the property;
- p) Impose the applicable time periods for redemption, etc. as reflected in 14 M.R.S.A. § 6322;
- q) Additionally, find that while the Defendant, Duane C. Beedle has no personal liability in this matter, a Judgment in this matter can be imposed *in rem* against the property commonly known as and numbered as 389 Knowles Road, Belgrade, ME 04917;
- r) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,
U.S. Bank National Association, as Trustee for
Banc of America Funding 2008-FT1 Trust,
Mortgage Pass-Through Certificates, Series
2008-FT1,
By its attorneys,

Dated: December 15, 2022

/s/Reneau J. Longoria, Esq.

Reneau J. Longoria, Esq. Bar No. 005746

Attorney for Plaintiff

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